



GAIL FARBER, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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ALHAMBRA, CALIFORNIA 91803-1331
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P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

November 13, 2012

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

26 November 13, 2012

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

AWARD OF CONTRACT FOR AS-NEEDED CLEANUP, REMOVAL, AND DEMOLITION OF SUBSTANDARD STRUCTURES (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

SUBJECT

This action is to award an as-needed contract for cleanup, removal, and demolition of substandard structures, debris, etc., at various job sites within Los Angeles County.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the contract work is categorically exempt from the provisions of the California Environmental Quality Act.
2. Award a contract for As-Needed Cleanup, Removal, and Demolition of Substandard Structures in an annual contract sum of \$220,000 to Interior Demolition, Inc. The contract will be for a term of one year commencing on December 4, 2012, with four 1-year renewal options and a month-to-month extension up to six months for a maximum potential total contract term of 66 months.
3. Authorize the Director of Public Works or her designee to annually increase the contract's amount up to an additional 10 percent of the annual contract sum for unforeseen, additional work within the scope of the contract, if required, and to adjust the annual contract's sum for each option year over the term of the contract to allow for an annual cost-of-living adjustment in accordance with County policy and the terms of the contract.
4. Authorize the Director of Public Works or her designee to execute the contract; to renew the

contract for each additional renewal option and extension period if, in the opinion of the Director of Public Works or her designee, the contractor has successfully performed during the previous contract period and the services are still required; to approve and execute amendments to incorporate necessary changes within the scope of work; and to suspend work if, in the opinion of the Director of Public Works or her designee, it is in the best interest of the County of Los Angeles to do so.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to provide as-needed and intermittent cleanup, removal, and demolition of substandard structures, debris, etc., at various job sites within Los Angeles County. The work to be performed will consist of the demolition and removal of substandard structures and/or removal and cleanup of miscellaneous items of personal property, trash, junk, debris, inoperative vehicles, etc., from private property in order to protect life, limb, health, property, safety, and welfare of the public or occupants. The Department of Public Works (Public Works) has contracted for these services since 1986.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provisions of Operational Effectiveness (Goal 1), Fiscal Sustainability (Goal 2), and Integrated Services Delivery (Goal 3). The contractor who has the specialized expertise to provide these services accurately, efficiently, timely, and in a responsive manner will support Public Works in meeting these goals.

FISCAL IMPACT/FINANCING

The annual contract amount for these services is \$220,000 plus 10 percent of the annual contract sum for unforeseen, additional work within the scope of the contract, if required, and an annual cost-of-living adjustment in accordance with County policy and the terms of the contract. This amount is based on Public Works' estimated annual utilization of the contractor's services.

Funding for these services is included in the Fiscal Year 2012-13 Public Works General Fund Budget and is fully offset by revenue. Funds to finance the contract's optional years, 10 percent additional funding for contingencies, and cost-of-living adjustments will be requested through the annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The recommended contractor is Interior Demolition, Inc., located in Montrose, California. The contractor is certified by the County of Los Angeles as a Local Small Business Enterprise. The contract will commence on December 4, 2012, for a period of one year. With the Board's delegated authority, the Director of Public Works (Director) or her designee may renew the contract for four 1-year renewal options and a month-to-month extension up to six months for a maximum potential total contract term of 66 months.

The contract will be in the form substantially similar to the form previously reviewed and approved by County Counsel (Enclosure A). Prior to the Director or her designee executing this contract, the contractor will sign and County Counsel will review it as to form. The recommended contract with Interior Demolition, Inc., was solicited on an open-competitive basis and is in accordance with

applicable Federal, State, and County requirements. The contractor is in compliance with the requirements of the Chief Executive Officer and the Board.

The award of the contract will not result in unauthorized disclosure of confidential information and will be in full compliance with Federal, State, and County regulations. The contract contains terms and conditions supporting the Board's ordinances, policies, and programs including, but not limited to: the County's Greater Avenues for Independence and General Relief Opportunities for Work Programs (GAIN and GROW), Board Policy No. 5.050; Contract Language to Assist in Placement of Displaced County Workers, Board Policy No. 5.110; Reporting of Improper Solicitations, Board Policy No. 5.060; Notice to Contract Employees of Newborn Abandonment Law (Safely Surrendered Baby Law), Board Policy No. 5.135; Contractor Employee Jury Service Program, Los Angeles County Code, Chapter 2.203; Notice to Employees Regarding the Federal Earned Income Credit (Federal Income Tax Law, Internal Revenue Service Notice 1015); Contractor Responsibility and Debarment, Los Angeles County Code, Chapter 2.202; the Los Angeles County's Child Support Compliance Program, Los Angeles County Code, Chapter 2.200; and Defaulted Property Tax Reduction Program Ordinance, Los Angeles County Code, Chapter 2.206; and the standard Board-directed clauses that provide for contract termination or renegotiation.

Data regarding the proposers' minority participation is on file with Public Works. The contractor was selected upon final analysis and consideration without regard to race, creed, gender, or color.

Proof of the required Comprehensive General and Automobile Liability insurance policies, naming the County as additional insured, and evidence of Workers' Compensation insurance will be obtained from the contractor before any work is assigned.

Pursuant to the applicable memorandum of understanding, the Request for Proposals (RFP) for these contracted services was submitted on March 19, 2012, to the appropriate union for review. The union has not asked to meet with Public Works regarding this solicitation.

Public Works has evaluated and determined that the Living Wage Program (Los Angeles County, Code Chapter 2.201) does not apply to the recommended contract, which are for services required on an as-needed and intermittent basis; hence, the contract is not a Proposition A contract (Los Angeles County Code, Chapter 2.121).

The contract includes a cost-of-living adjustment provision, which is in accordance with the Board's Policy approved on January 29, 2002.

ENVIRONMENTAL DOCUMENTATION

These services are categorically exempt from the provisions of the California Environmental Quality Act (CEQA). These services are within a class of projects that has been determined not to have a significant effect on the environment in that they meet the criteria set forth in Section 15301 (l) of CEQA.

CONTRACTING PROCESS

On July 26, 2012, Public Works solicited proposals from 717 independent contractors and community business enterprises to accomplish this work. Also, a notice of the RFP was placed on the County's "Doing Business with Us" website (Enclosure B), and an advertisement was placed in

the Los Angeles Times.

On August 23, 2012, one proposal was received. The proposal was first reviewed to ensure it met the minimum requirements in the RFP. The proposal having met these requirements was then evaluated by an evaluation committee consisting of County staff. The evaluation was based on criteria described in the RFP, which included the price, references, experience, financial resources, work plan, equipment, and on-site facilities visit utilizing the informed averaging methodology for applicable criteria.

Based on this evaluation, it is recommended that this contract be awarded to the apparent responsive and responsible contractor, Interior Demolition, Inc., whose price is reasonable for the work requested.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of this contract will not result in the displacement of any County employees as these services are presently contracted with the private sector.

CONCLUSION

Please return one adopted copy of this letter to the Department of Public Works, Administrative Services Division.

Respectfully submitted,

A handwritten signature in cursive script that reads "Gail Farber".

GAIL FARBER

Director

GF:GZ:cg

Enclosures

c: Chief Executive Office (Rita Robinson)
County Counsel
Executive Office

AGREEMENT FOR
AS-NEEDED CLEANUP, REMOVAL, AND
DEMOLITION OF SUBSTANDARD STRUCTURES

THIS AGREEMENT, made and entered into this ____ day of _____, 2012, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and INTERIOR DEMOLITION, INC., a California Corporation (hereinafter referred to as CONTRACTOR).

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on August 23, 2012, hereby agrees to provide services as described in this Contract for As-Needed Cleanup, Removal, and Demolition of Substandard Structures.

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Defaulted Property Tax Reduction Program; Exhibit F, Sample Cleanup and Demolition Specifications Work Order; the CONTRACTOR'S Proposal, all attached hereto; the Request for Proposals; and Addenda to the Request for Proposals, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract.

THIRD: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director of Public Works, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Form PW-2, an amount not to exceed \$220,000 per year or such greater amount as the Board may approve (Maximum Contract Sum).

FOURTH: Notwithstanding the foregoing, the parties understand and agree that this Contract is nonexclusive, the COUNTY may enter into other contracts for the performance of the same or similar services, and the CONTRACTOR is not entitled to or guaranteed the assignment of any work hereunder.

FIFTH: This Contract's initial term shall be for a period of one year commencing on December 4, 2012. At the sole discretion of the COUNTY, this Contract may be extended in increments of one year, for a maximum potential contract of five years. The COUNTY, acting through the Director, may give a written notice of intent to extend this Contract at least ten days prior to the end of each term. At the sole discretion of the COUNTY, in lieu of extending the Contract for the full one year, this Contract may be extended on a month-to-month basis, upon written notice to the CONTRACTOR at least ten days prior to

the end of a term. The Director will provide a written notice of nonrenewal at least ten days before the last day of any term, in which case this Contract shall expire as of midnight on the last day of that term. Where all option years have been exercised, the Director will not provide a written notice of nonrenewal. In addition, upon notice of at least ten days, the Director may extend the final contract term on a month-to-month basis, not to exceed a total of six months, for the convenience of the COUNTY

SIXTH: The CONTRACTOR shall bill, in arrears, for the work performed during the preceding month. Work performed shall be billed at the unit prices and stipulated rate quoted in Form PW-2, Schedule of Prices.

SEVENTH: Public Works will make payment to the CONTRACTOR within 30 days of receipt and approval of a properly completed and undisputed invoice. However, should the CONTRACTOR be certified by the COUNTY as a Local Small Business Enterprise, payment will be made in accordance with Board of Supervisors Policy No. 3.035, Small Business Liaison and Prompt Payment Program. Each invoice shall be in triplicate (original and two copies) and shall itemize the work completed. The invoices shall be submitted to:

County of Los Angeles Department of Public Works
Attention Fiscal Division, Accounts Payable
P.O. Box 7508
Alhambra, CA 91802-7508

EIGHTH: In no event shall the aggregate total amount of compensation paid to the CONTRACTOR exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.

NINTH: The CONTRACTOR understands and agrees that only the designated Public Works Contract Manager is authorized to request or order work under this Contract. The CONTRACTOR acknowledges that the designated Contract Manager is not authorized to request or order any work that would result in the CONTRACTOR earning an aggregate compensation in excess of this Contract's Maximum Contract Sum.

TENTH: The CONTRACTOR shall not perform or accept work requests from the Contract Manager or any other person that will cause the Maximum Contract Sum of this Contract to be exceeded. The CONTRACTOR shall monitor the balance of this Contract's Maximum Contract Sum. When the total of the CONTRACTOR'S paid invoices, invoices pending payment, invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Contract Sum, the CONTRACTOR shall immediately notify the Contract Manager in writing. The CONTRACTOR shall send written notification to the Contract Manager when this Contract is within six months from expiration of the term as provided for hereinabove.

ELEVENTH: The Director may adjust the rate of compensation set forth in Form PW-2, for Section I only, (Schedule of Prices) annually based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics', All Urban Consumers Price Index (CPI) for the Los Angeles-Riverside-Orange County Area (CPI) for the 12-month period preceding the contract anniversary date, which shall be the effective date for any such

cost-of-living adjustment. The percentage change in the rate of compensation shall equal 12 times the average monthly change in the CPI over the first nine months of the contract term preceding the effective date. However, any percentage increase shall not exceed the general salary movement granted to COUNTY employees as determined by the COUNTY'S Chief Executive Office as of July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in COUNTY employee salaries, no cost-of-living adjustment will be granted.

TWELFTH: In the event that terms and conditions, which may be listed in the CONTRACTOR'S Proposal, conflict with the COUNTY'S specifications, requirements, and terms and conditions as reflected in this AGREEMENT including, but not limited to, Exhibits A through F, inclusive, the COUNTY'S provisions shall control and be binding.

THIRTEENTH: The CONTRACTOR agrees in strict accordance with the Contract specifications and conditions to meet the COUNTY'S requirements.

FOURTEENTH: This Contract constitutes the entire agreement between the COUNTY and the CONTRACTOR with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings.

[illegible]

IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of Public Works, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By _____
Director of Public Works

APPROVED AS TO FORM:

JOHN F. KRATTLI
County Counsel

By _____
Deputy

INTERIOR DEMOLITION, INC.

By _____
Its President

Type or Print Name

By _____
Its Secretary

Type or Print Name

This bid was last updated by Samantha Tsui on 7/26/2012 5:18:19 PM
Update your bid information here . . .

* Indicates a required field. 

Bid Number * PW-ASD 866 Bid Type * Service

Dept * Public Works

Open Date * July 26 2012

Close Date * August 23 2012 Closing Time - Hour: 5 Min: 30 PM

☐ Open Continuous - No close date

Amount 220,000 Enter like 00,000

Bid Title *

AS-NEEDED CLEANUP, REMOVAL, AND DEMOLITION OF SUBSTANDARD STRI

Bid Description - Details *

PLEASE TAKE NOTICE that Public Works requests proposals for the contract for As Needed Cleanup, Removal, and Demolition of Substandard Structures (2012 AN026). The total annual contract amount of this service is estimated to be \$220,000. The Request for Proposals (RFP) with contract specifications, forms, and instructions for preparing and submitting proposals may be accessed at <http://dpw.lacounty.gov/asd/contracts> or may be requested from Ms. Samantha Tsui at (626) 458-4050, stsui@dpw.lacounty.gov, Monday through

Commodity/Service Code * 91240 Search Commodities/Services 



Commodity Description:
DEMOLITION SERVICES

Contact Information

Name * Samantha Tsui

Phone * 626 - 458 - 4050 - Ext

Email * stsui@dpw.lacounty.gov

Click button to process an  

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